

Attorney Docket No. INVSC.4

AMENDMENT AND RESPONSE
SERIAL NO. 10/086,584

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REMARKS

This Application has been carefully reviewed in light of the Office Action mailed September 22, 2004. Claims 44-55 and 57-61 were previously pending in this Application. Claims 44, 45, 46, 47, 48, 54 and 60 have been amended herein to define the invention. Support for all of these amendments are found in the Specification as originally filed. These amendments should in no way be construed as narrowing or limiting amendments, but only as clarifying amendments. Claims 49, 50, 51, 52, 53, 55, 57, 58, 59 and 61 have been canceled herein, without prejudice or disclaimer. Thus, Claims 44, 45, 46, 47, 48, 54 and 60 are currently pending in this Application. As discussed more fully below, Applicants believe that the Application is in condition for allowance, and that all rejections and objections have been overcome.

OBJECTION TO THE SPECIFICATION

The Examiner objected to "a coupling" as having no antecedent basis in the specification. Applicants have removed the term "coupling" from the claims, without prejudice or disclaimer, and have used the term "hook," which is described and shown in the Application at numerous locations including paragraphs 0017, 0018, 0039, 0046 and 0047 of this Application as published on May 22, 2003 as United States Patent Application Publication No. US 2003/0096660 A1 (all future references to paragraphs are to this publication). The term "hook" is also illustrated in Figures 11 through 16.

Applicants realized for the first time that paragraph 0056 included in incorrect reference numeral due to possible

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typographical error. As such, Applicants respectfully request that the correction to the Specification, which add no new matter, be entered.

CLAIM REJECTIONS UNDER 35 U.S.C. § 112 - FIRST PARAGRAPH

The Examiner rejected Claims 44-55 and 57-61 based on the first paragraph of 35 U.S.C. § 112. Claims 49, 50, 51, 52, 53, 55, 57, 58, 59 and 61 have been canceled herein, without prejudice or disclaimer, and Claims 44, 45, 46, 47, 48, 54 and 60 are currently pending. Each of the Examiners specific allegations are quoted below along with Applicants response thereto in view of the currently pending claims as amended. The Examiner indicated that the following items are not supported by the Specification:

- a. The outer cushioned layer operable to be squeezed and operable to return to the original shape (cl. 59).

Applicants' response: Claim 59 has been cancelled, without prejudice or disclaimer, and Applicants note that "the outer cushioned layer operable to be squeezed" is supported in the Specification at paragraph 0052.

- b. The cushioned layer being operable to be squeezed adjacent the opening to adjust for the grip (cl. 61).

Applicants' response: Claim 61 has been cancelled, without prejudice or disclaimer, and Applicants note that "the cushioned

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layer being operable to be squeezed" is supported in the Specification at paragraph 0052.

c. The squeezing of the outer layer to deform the inner layer (cl. 44-61).

Applicants' response: Applicants note that paragraph 0052 of the Specification discusses the fact that the outer cover may be squeezed to provide closer contact between the absorbent member and the surface being wiped or protected. Although the word "deform" is not expressly stated, of course it is clear to one of ordinary skill in the art that the absorbent member would be deformed to come in closer contact with the surface being wiped. In any event, Applicants have removed all reference to "deformed," without prejudice or disclaimer, in the remaining pending Claims 44, 45, 46, 47, 48, 54 and 60.

d. The absorbent member being moisture absorbent.

Applicants' response: Abundant support for a "moisture" absorbent member is found throughout the specification of the Application, including paragraphs 0032, 0034 and 0037 of the Specification.

e. The original specification does not specify that cloth (cl. 45 [actually claim 46]), leather (cl. 51),

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closed-cell foam (cl. 47), nylon (claim 50) being waterproof.

Applicants' response: Applicant's note Claims 50 and 51 have been canceled, without prejudice or disclaimer, thus any need to demonstrate that nylon or leather has waterproof characteristics is eliminated. Currently pending Claim 46 recites "a cloth material positioned over the exterior surface of the outer foam layer" and does not indicate that the cloth is waterproof. The only recitation to the term "waterproof" is in the only remaining independent claim, which is Claim 44, where the following claim limitation is included: "wherein the outer foam layer is substantially waterproof." Currently amended Claim 47 continues to recite that the outer foam layer is a closed-cell foam. Closed-cell foam, as opposed to open-cell foam, which is also mentioned in the Specification as an absorbent member, is understood by one of ordinary skill in the art to have the characteristic of being substantially waterproof. In fact, closed-cell foam is often used in water floatation devices, which demonstrates this characteristic.

The Examiner also indicated that "the specification fails to show what compromises the compound in claim 55." Applicants note that Claim 55 has been cancelled without prejudice or disclaimer. As such, Applicants submit that all rejections discussed herein have been addressed and overcome. Applicants earnestly request that all such rejections be withdrawn.

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CLAIM REJECTIONS UNDER 35 U.S.C. § 112 - SECOND PARAGRAPH

The Examiner rejected Claims 44-55 and 57-61 based on the second paragraph of 35 U.S.C. § 112 as being indefinite. The Examiner indicated that it is "unclear what compromises the coupling as claimed" and that it is "unclear where is the cloth material in claim 46." As mentioned above, the term "coupling" has been removed from all pending claims, and thus, Applicants respectfully request that this rejection be withdrawn. Applicants note that the cloth material in Claim 46 is defined as "a cloth material positioned over the exterior surface of the outer foam layer." Support for this is found in paragraphs 0038 and 0043 of the Specification and in Figures 5 and 7 as described. The term "exterior surface" is distinctly claimed in independent Claim 44 as shown by the following excerpt from Claim 44:

an outer foam layer that includes a top portion, a bottom portion, an interior surface, an opening formed at the bottom portion, an internal volume defined as the volume bordered by the interior surface of the outer foam layer and the opening of the outer foam layer, and an exterior surface, wherein the outer foam layer is substantially waterproof such that water may not easily directly pass through the outer foam layer from the exterior surface of the outer foam layer to the interior surface of the outer foam layer;

Applicants respectfully request that these rejections have been overcome, and request that these rejections be withdrawn.

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CLAIM REJECTIONS UNDER 35 U.S.C. § 102 and § 103

The Examiner rejected all previously pending claims based on 35 U.S.C. § 102 and § 103 based on various references individually and in combination. These references include US Patent No. 3,406,419 to Young, US Patent No. 3,965,955 to Price, US Patent No. 5,203,390 to Eckstein; US Patent No. 6,463,971 to Kinsey; US Patent No. 2,984,486 to Jones; US Patent No. 5,118,107 to Bucher; US Patent No. 3,147,012 to Sullivan, Jr.; US Patent No. 4,378,832 to Thompson.

Since only Claims 44, 45, 46, 47, 48, 54 and 60, as amended, are currently pending, this response focuses on these claims based on the Examiners rejections and the cited references.

It should be noted at the outset that the Price, Thompson, Kinsey and Young references are all directed to a club head cover, and not a golf grip like the present invention. The problems addressed and encountered by the present invention, which is directed towards ensuring that a golf grip is not slippery, are completely different from those problems encountered in covering a golf club head to protect it from being impacted by other objects. The golf grip is used by the golfer to grip and hold the club during the swinging of the club, while the golf club head is not gripped and is used to strike a golf ball. Further, none of these references teach, suggest or describe various limitations provided in all of the pending claims as amended. For example, the following limitations are not found or suggested in any of these club head cover related references:

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a moisture absorbent member operable to be inserted through the opening formed at the bottom portion of the outer foam layer

wherein the moisture absorbent member is operable to be disassembled from the foam layer for cleaning

Support for these limitations can be found at various locations in the Specification such as, for example, paragraphs 0011, 0022, 0048 and 0051.

In fact none of the cited references, including also the *Jones, Sullivan, Jr., Bucher, and Eckstein* references, teach, suggest or describe the limitations just discussed. They do in fact expressly teach and describe the opposite. For example, the *Price* reference states that the "joinder of the inner liner 13 to the intermediate layer 14 can be by adhesives, heat sealing or any other suitable method known in the art" and that the "inner liner and intermediate layer are preferably attached to the outer layer by stitching 15." See col. 2, lines 25-34. Further, as detailed in previous responses, the *Price* reference directly requires a non-moisture absorbent inner material, in direct contrast to the present invention as claimed. See abstract, and col. 1., line 10.

The *Thompson* reference states "Each of the half-shells 10, 11 is provided, at the interior thereof with a padding 13, for instance from a styrene foam or the like, adhesively secured to the interior wall of the half-shells 12, 11." See col. 3,

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lines 11-14. The *Kinsey* reference teaches a folded towel that is stitched. The *Young* reference teaches sewing or adhesively securing the absorbent member. See col. 2, lines 41-45. The *Young* reference further teaches using "a lamb's hide wherein the wool layer 16 is disposed inwardly." See col. 2, lines 23-24. Thus, the inner wool layer would be attached to the hide or lamb skin of the outer cover. The *Jones* reference does not even include an absorbent member, while the *Sullivan, Jr.* reference does not have an outer cover or outer foam layer as recited in the currently pending claims. The *Bucher*, reference does not include a moisture absorbent member, as required by the currently pending claims. The *Eckstein* reference teaches securing the absorbent member to the outer shell through sewing or adhesively, in direct contravention of the claim limitations illustrated above. See col. 3, lines 15-23.

The *Jones*, *Sullivan, Jr.*, and *Bucher* references are directed to golf grip covers or grips that overlay existing grips to be grasped and used when swinging a club during wet or slippery conditions. The present invention is not a golf grip, but an apparatus and method to condition a golf grip, and cannot be used as a golf cover or golf grip when swinging the golf club.

The *Eckstein* reference, along with US Patent No. 4,662,415 to *Proutt* which was cited in an earlier Office Action, both are directed to covers for golf club handles that are securely fastened or engaged to the shaft of the golf club at an open end. All of the pending claims of the present Application, as amended, specifically recite the following limitation, which is

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directly contrary to what is taught and disclosed by *Eckstein* and *Proutt*.

golf club is positioned within the opening of the outer foam layer without the opening being securely engaged around the portion of the shaft of the golf club positioned within the opening

These references teach securing the apparatus to the golf club through the opening, which is contrary to the present invention as claimed.

As stated above, the inclusion of the term "moisture" in Claim 44 removes *Price* as a reference since *Price* actually teaches away from the present invention by requiring a non-moisture absorbent member. As such, Applicants appreciate the Examiner's willingness to remove this rejection.

Referring again to the *Young* reference, the *Young* reference does not teach, suggest or describe the following limitation found in all pending claims:

an outer foam layer

The *Young* reference does not teach or suggest either an outer cushioned layer or an outer foam layer as required by the claims as currently pending.

None of the references cited by the Examiner, either individually or in combination, disclose, describe, teach or contemplate the claim limitations highlighted above. As such,

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the structural limitations of Claims 44, 45, 46, 47, 48, 54 and 60 render these claims patentably distinct. As such, Applicants respectfully request that the Examiner withdraw these rejections.

Applicants respectfully submit that this Application is in condition for allowance and respectfully requests that the Examiner allow currently pending Claims 44, 45, 46, 47, 48, 54 and 60.

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CONCLUSION

Applicants respectfully submit that the Application is in condition for allowance, and Applicants earnestly seek such allowance of pending Claims 44, 45, 46, 47, 48, 54 and 60. Should the Examiner have any questions or suggestions in furtherance of the prosecution of this Application, please contact Applicants at 214.828.7387. Applicants stand ready to conduct a telephone interview with the Examiner to review this Application if the Examiner believes that such an interview would assist in the advancement of this Application.

To the extent that any further fees are required during the pendency of this Application, including petition fees, the Commissioner is hereby authorized to charge payment of any additional fees, including, without limitation, any fees under 37 C.F.R. § 1.16 or 37 C.F.R. § 1.17, to the credit card identified in the previously submitted *Credit Card Payment Form* and reference Attorney Docket No. INVSC.4. Please credit any overpayments to this same credit card.

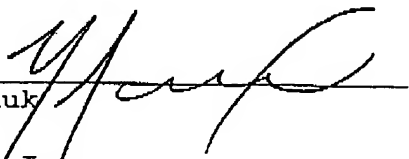
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This is intended to be a complete response to the Office
Action mailed September 22, 2004.

Respectfully submitted,


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February 22, 2005

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